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CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Design and Construction Contract for Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project to D. G. Granade, Inc., of Shingle Springs (\$435,456) and Authorizing City Manager to Execute Change Orders within the Project Appropriation

MEETING DATE: July 6, 2011 ■

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding design and construction contract for Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project to D. G. Granade, Inc., of Shingle Springs in the amount of \$435,456 and authorizing City Manager to execute change orders within the project appropriation.

BACKGROUND INFORMATION: At its April 20, 2011 meeting, Council authorized the advertisement of the Request for Proposal (RFP) for the design and construction of the above project. The City-issued RFP included "bridging documents" which essentially consisted of 30 percent complete plans and specifications. A qualification package was required of all bidders, and a pre-proposal site meeting was held.

The City received four proposals, with D. G. Granade, Inc., being the lowest. This project consists of the design and construction of approximately 5,300 square feet of roof space for mounting 240 photovoltaic solar panels to provide 56.4 Kilowatt Standard Test Conditions (KWSTC) of electrical power. The structure will also serve as a protective cover for the material storage bunkers adjacent to the Transit Vehicle Maintenance Facility. Electricity generated by the new facility will help offset electrical costs at the Transit Vehicle Maintenance Facility.

D. G. Granade, Inc. will be responsible to complete the design and construct the facility in accordance with the City's bridging documents, which establish minimum and desired design criteria for the facility. D. G. Granade's design team will work closely with City staff to develop the construction documents. Complete construction documents will be submitted to the Building Division for permit issuance.

Construction will begin following issuance of the building permit. The project schedule allows 60 days for design completion and permit application submittal. The construction period is limited to 120 days starting when the building permit is issued. The total project budget of \$650,000 includes project-related expenses and contingencies.

On May 26, 2011, the following four proposals were received:

Firm	Guaranteed Maximum Price
Engineer's Estimate	\$1,000,000.00
D. G. Granade, Inc.	\$435,456.00
Diede Construction, Inc.	\$498,920.00
United Building Contractor's, Inc.	\$650,912.00
Stronghold Engineering, Inc.	\$997,124.00

APPROVED: _____

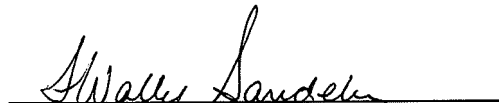
Konradt Bartlam, City Manager

Adopt Resolution Awarding Design and Construction Contract for Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project to D G Granade Inc., of Shingle Springs; Authorizing City Manager to Execute Change Orders within the Project Appropriation; and Appropriating Funds (\$650,000)
July 6, 2011 ■
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FISCAL IMPACT: Electricity generated from this project will be used to offset utility costs at the Transit Vehicle Maintenance Facility. Failure to award the contract could result in the loss of the funding.

FUNDING AVAILABLE: Funding is from the American Recovery and Reinvestment Act (1251).


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager

FWS/GW/pjt

Attachment

cc: Paula J. Fernandez, Transportation Manager
Gary Wiman, Construction Project Manager

**MUNICIPAL SERVICE CENTER TRANSIT VEHICLE
MAINTENANCE FACILITY SOLAR POWER PROJECT**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and D.G. GRANADE, INC., of Shingle Springs, California, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents, which are filed in the Public Works Department and which are incorporated herein by this reference, to-wit:

- PART A: Request for Design/Build Proposal
- PART B: Bid Proposal Pricing Forms
- PART C: Special Conditions
- PART D: Federal Requirements
- Specifications/Bridging Documents
- ARRA Reporting Forms
- Electric Utility Department Standard Plan 942-0240
- Soils Report: Krazan & Associates dated August 6, 2007
- Federal Minimum Wage Rates
- Drawings:
 - Site Plan
 - Footing Layout
 - Elevations
- Addenda

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 Special Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

TOTAL CONTRACT AMOUNT

Guaranteed Maximum Price

\$ 435,456.00

Perform the work necessary to install and mount 240 photovoltaic solar panels on approximately 5,300 square feet of roof space. Panels will provide 56.4 Kilowatt Standard Test conditions (KWSTC) of electrical power. The structure will also serve as a protective cover for the material storage bunkers adjacent to the Transit Vehicle Maintenance Facility, all as shown in the request for proposals for "Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project".

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Design	LS	1	\$ 26,017.00	\$ 26,017.00
2.	Bonds and Insurance	LS	1	\$ 12,667.00	\$ 12,667.00
3.	Overhead	LS	1	\$ 21,401.00	\$ 21,401.00
4.	Construction Mobilization	LS	1	\$ 5,907.00	\$ 5,907.00
5.	Construction Supervision	LS	1	\$ 4,768.00	\$ 4,768.00
6.	Health and Safety	LS	1	\$ 3,100.00	\$ 3,100.00
7.	Concrete and Rebar	LS	1	\$ 38,260.00	\$ 38,260.00
8.	Misc Metals	LS	1	\$ 4,500.00	\$ 4,500.00
9.	Finishes	LS	1	\$ 17,005.00	\$ 17,005.00
10.	Metal Building System	LS	1	\$ 71,588.00	\$ 71,588.00
11.	Electrical	LS	1	\$ 42,230.00	\$ 42,230.00
12.	Solar Power Generation System	LS	1	\$ 168,920.00	\$ 168,920.00
13.	All other items needed to complete contract	LS	1	\$ 7,750.00	\$ 7,750.00
14.	Profit	LS	1	\$ 11,343.00	\$ 11,343.00

TOTAL \$435,456.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be

insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the documents.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to **completion in accordance with the following schedule:**

1. Complete design and submission of plans to the City of Lodi Building Department within 60 calendar days after the Notice to Proceed;
2. City Public Works Review Time: 15 calendar days.
3. Complete construction 120 Calendar days after the date of the City of Lodi Building Permit issuance.

Total Project (Excluding Building Department review time): 195 calendar days

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIMES OF COMPLETION FOR THIS CONTRACT ARE REASONABLE, THAT FAILURE TO MEET THE MILESTONES COMPLETION SHALL RESULT IN THE ASSESSMENT OF LIQUIDATED DAMAGES CHARGES TO THE CONTRACTOR, AND THAT THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES OF **\$1,000.00 PER DAY FOR EACH DAY THE WORK IS NOT TOTALLY COMPLETED** BEYOND THE TIMES SPECIFIED IN THE PRECEDING PARAGRAPH. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

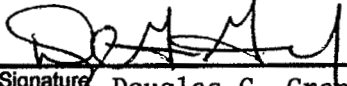
Approved As To Form

D. Stephen Schwabauer
City Attorney



city of Lodi
Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project
Schedule of Values

Item	Description	Qty	Unit	Unit Price	Total	Reference
1	Design	1	LS	26,017. ⁰⁰	26,017. ⁰⁰	
2	Bonds and Insurance	1	LS	12,667. ⁰⁰	12,667. ⁰⁰	
3	Overhead	1	LS	21,401. ⁰⁰	21,401. ⁰⁰	
4	Construction Mobilization	1	LS	5,907. ⁰⁰	5,907. ⁰⁰	
5	Construction Supervision	1	LS	4,768. ⁰⁰	4,768. ⁰⁰	
6	Health And Safety	1	LS	3,100. ⁰⁰	3,100. ⁰⁰	
7	Concrete and Rebar	1	LS	38,260. ⁰⁰	38,260. ⁰⁰	Division 3
8	Misc Metals	1	LS	4,500. ⁰⁰	4,500. ⁰⁰	Division 5
9	Finishes	1	LS	17,005. ⁰⁰	17,005. ⁰⁰	Division 9
10	Metal Building System	1	LS	71,588. ⁰⁰	71,588. ⁰⁰	Division 13
11	Electrical	1	LS	42,230. ⁰⁰	42,230. ⁰⁰	Division 26
12	Solar Power Generation System	1	LS	168,920. ⁰⁰	168,920. ⁰⁰	Division 28
13	All other items needed to complete contract re	1	LS	7,750. ⁰⁰	7,750. ⁰⁰	
14	Profit	1	LS	11,343. ⁰⁰	11,343. ⁰⁰	
	Total Guaranteed Maximum Price			435,456. ⁰⁰	435,456. ⁰⁰	Total of above items 1 - 14. This amount should be the same amount entered on RFP Part B as the Guaranteed Maximum Price.


Signature Douglas G. Granade

05/26/11
Date

D G Granade Inc.
Firm

City of Lodi
Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project
Bid Tabulation May **26,2011**

Bidder: Location				D.G. Granade Shingle Springs, CA	Dieede Construction, Inc. Woodbridge, CA	United Building Contractors, Inc. Chico, CA	Stronghold Engineering, Inc. Riverside, CA
item	Description	Qty	Unit	Unit Price	Unit Price	Unit Price	Unit Price
1	Design	1	LS	\$26,017.00	\$8,000.00	\$45,500.00	\$60,000.00
2	Bonds and Insurance	1	IS	\$12,667.00	\$11,217.00	\$18,710.00	\$19,000.00
3	Overhead	1	LS	\$21,401.00	\$31,035.00	\$22,500.00	\$60,000.00
4	Construction Mobilization	1	LS	\$5,907.00	\$1,830.00	\$9,500.00	\$25,000.00
5	Construction Supervision	1	LS	\$4,768.00	\$11,475.00	\$27,000.00	\$24,000.00
6	Health And Safety	1	LS	\$3,100.00	\$250.00	\$2,750.00	\$5,124.00
7	Concrete and Rebar	1	IS	\$38,260.00	\$30,501.00	\$73,255.00	\$120,000.00
8	Misc Metals	1	LS	\$4,500.00	\$2,080.00	\$6,320.00	\$5,000.00
9	Finishes	1	LS	\$17,005.00	\$6,600.00	\$11,220.00	\$12,000.00
10	Metal Building System	1	IS	\$71,588.00	\$111,609.00	\$110,563.00	\$220,000.00
11	Electrical	1	LS	\$42,230.00	\$14,200.00	\$18,250.00	\$95,000.00
12	Solar Power Generation System	1	LS	\$168,920.00	\$252,995.00	\$265,300.00	\$310,000.00
13	All other items needed to complete contract	1	LS	\$7,750.00	\$3,827.00	\$3,200.00	\$5,000.00
14	Profit	1	LS	\$11,343.00	\$13,301.00	\$36,844.00	\$37,000.00
	Total Guaranteed Maximum Price			\$435,456.00	\$498,920.00	\$650,912.00	\$997,124.00
	Listed Subcontractors:						
	Solar			Synapse	Cal Valley Solar	Sun Works	
	Electric			Synapse	B & H Electric		
	Painting			Sunset Painting	Kelso's Painting		
	Metal Building Systems					Quality Erectors & Const	Bullock Construction
	Design						Sparling ILA Zammit
	Metal Building Manufacturer			Star Building Systems	Butler Manufacturing	Garco Building Systems	Stronghold Engineering

Note: Bid Packages are being reviewed for compliance with RFP requirements.

RESOLUTION NO. 2011-103

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE CONTRACT FOR THE
MUNICIPAL SERVICE CENTER TRANSIT VEHICLE
MAINTENANCE FACILITY SOLAR POWER PROJECT

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed requests for proposals (RFP) were received and publicly opened on May 26, 2011, at 2:00 p.m., for the Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project described in the RFP therefore approved by the City Council on April 20, 2011; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Engineer's Estimate	\$ 1,000,000.00
D.G. Granade	\$ 435,456.00
Diede Construction, Inc.	\$ 498,920.00
United Building Contractors, Inc.	\$ 650,912.00
Stronghold Engineering, Inc.	\$ 997,124.00

WHEREAS, staff recommends awarding the contract for the Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project to the low bidder, D.G. Granade, Inc., of Shingle Springs, California, in the amount of \$435,456.00.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for the Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project with the low bidder, D.G. Granade, Inc., of Shingle Springs, California, in the amount of \$435,456.00, and further authorizes City Manager to execute change orders within the project appropriation.

Dated: July 6, 2011

I hereby certify that Resolution No. 2011-103 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2011, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Katzakian, Mounce, and Mayor Johnson

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - Nakanishi

ABSTAIN: COUNCIL MEMBERS - None



RANDI JOHL
City Clerk